

**CONTRACT BETWEEN THE CITY OF AUSTIN  
AND  
AMADEUS AIRPORT IT AMERICAS, INC. (Amadeus)  
For  
PHASE 2 IMPLEMENTATION OF AN AIRPORT OPERATIONAL SYSTEM, MAINTENANCE &  
SUPPORT**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Amadeus ("Contractor"), having offices at 5950 Hazeltine National Drive, Suite 210, Orlando, FL 32822.

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall review all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Jeff Shull, Phone: 407-370-4664, Email: jshull@Amadeus.com. The City's Contract Manager for the engagement shall be Michelle Moheet, Phone: (512) 530-6336, Email: michelle.moheet@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

**SECTION 2. SCOPE OF WORK.**

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

**SECTION 3. COMPENSATION:**

3.1 **Contract Amount.** In consideration for the products and services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$5,103,170.61 for the initial 36 month term, an amount not to exceed \$1,706,665.41 for the first option and an amount not to exceed \$1,751,416.39 for the second option, for a total contract amount not-to-exceed \$8,561,252.41 for all fees and expenses.

3.2 **Invoices**

3.2.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the**

**name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Communication Technology Management or (CTM)
Attn:	Accounts Payable
Address:	PO Box 1088
City, State, Zip Code	Austin, TX 78767

3.2.2 Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

3.2.3 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.4 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**3.3 Payment**

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

**3.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.3.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

- 3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;
- 3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- 3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,
- 3.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- 3.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- 3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 **Non-Appropriation.** The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.5 **Travel Expenses:** All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against th

5.1.1.1 Regate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable

limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage.

5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage.

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

5.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage.

5.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage.

5.1.2.5 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

## 5.2 **Equal Opportunity**

5.2.2 **Equal Employment Opportunity:** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit D. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.3 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.3 **Acceptance of Incomplete or Non-Conforming Deliverables:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

#### 5.4 Delays:

5.4.2 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.4.3 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

### SECTION 6. WARRANTIES

#### 6.1 Warranty - Price

6.1.1 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

### SECTION 7. MISCELLANEOUS

7.1 Place and Condition of Work: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. THE CONTRACTOR HEREBY RELEASES AND HOLDS THE CITY HARMLESS FROM AND AGAINST ANY LIABILITY OR CLAIM FOR DAMAGES OF ANY KIND OR NATURE IF THE ACTUAL SITE OR SERVICE CONDITIONS DIFFER FROM EXPECTED CONDITIONS.

#### 7.2 Workforce

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract.

7.2.2.1.1 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 **Compliance with Health, Safety, and Environmental Regulations:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, ACTIONS, JUDGMENTS, FINES, PENALTIES AND LIABILITY OF EVERY KIND ARISING FROM THE BREACH OF THE CONTRACTOR'S OBLIGATIONS UNDER THIS PARAGRAPH.

7.4 **Significant Event:** The Contractor shall immediately notify the Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.1 disposal of major assets;

7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract;

7.4.3 any significant termination or addition of provider contracts;

7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this contract;

7.4.6 reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters;

7.4.7 known or anticipated sale, merger, or acquisition;

7.4.8 known, planned or anticipated stock sales;

7.4.9 any litigation filed by a member against the Contractor; or

7.4.10 significant change in market share or product focus.

#### 7.5 **Right To Audit**

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract.

The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.6 **Stop Work Notice:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected.

7.7 **Indemnity:**

7.7.1 Definitions:

7.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.7.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.7.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.7.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.7.3 LIMITATIONS OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST REVENUES OR LOST PROFITS, OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY NATURE WHATSOEVER. THE TOTAL LIABILITY OF ONE PARTY TO THE OTHER UNDER THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT (INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY) OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY), SHALL IN NO EVENT EXCEED THE TOTAL AMOUNTS PAID BY THE CITY TO THE CONTRACTOR PURSUANT TO THIS AGREEMENT.

7.8 **Claims:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be

delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.9 **Notices:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Elisa Folco, Contract Administrator

P O Box 1088

Austin, TX 78767

To the Contractor:

Amadeus

ATTN: Chris Keller, Contract Manager

5950 Hazeltine National Drive, Suite 210

Orlando, FL 32822

7.10 **Confidentiality:** In order to provide the deliverables to the City, each party (the "Disclosing Party") may be required to provide the other party (the "Receiving Party") access to certain of the Disclosing Party and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the Disclosing Party or its licensors consider confidential) (collectively, "Confidential Information"). The Receiving Party acknowledges and agrees that the Confidential Information is the valuable property of the Disclosing Party and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the Disclosing Party and/or its licensors. The Receiving Party (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the Disclosing Party or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Receiving party promptly notifies the Disclosing Party before disclosing such information so as to permit the Disclosing Party reasonable time to seek an appropriate protective order. The Receiving Party agrees to use protective measures no less stringent than the Receiving Party uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.11 **Advertising:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law. Notwithstanding the foregoing, the Contractor may

7.12 **No Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 **Gratuities:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and

remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

**7.14 Prohibition Against Personal Interest in Contracts:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

**7.15 Independent Contractor:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

**7.16 Assignment-Delegation:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

**7.17 Waiver:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

**7.18 Modifications:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

**7.19 Interpretation:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

## **7.20 Dispute Resolution**

**7.20.1** If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to

mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

**7.21 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program:**

7.21.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.21.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.21.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

**7.22 SUBCONTRACTORS**

7.22.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.22.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.22.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.22.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.22.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.22.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.22.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.22.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.22.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

7.23 **Jurisdiction And Venue:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.24 **Invalidity:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.25 **Holidays:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.26 **Survivability of Obligations:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.27 **Non-Suspension or Debarment Certification:** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.28 **Incorporation of Documents:** Section 0100, Standard Purchase Definitions, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the internet at the following online address: <http://www.austintexas.gov/sites/default/files/files/Finance/Purchasing/standard-purchase-definitions.pdf>.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

AMADEUS

By:   
Signature

Name: CHRIS KELLER  
Printed Name

Title: VICE PRESIDENT

Date: 6/11/19

CITY OF AUSTIN

By:   
Signature

Name: JAMES T. HOWARD  
Printed Name

Title: Print Mgr

Date: 8/22/19

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**List of Exhibits**

Exhibit A	Pricing Agreement
Exhibit B	Statement of Work
Exhibit C	Warranty and Support Agreements
Exhibit D	Non Discrimination Certification
Exhibit E	NonDebarment Certificate

**EXHIBIT A**  
**City of Austin**  
Purchasing Office  
Austin-Bergstrom International Airport  
Shared Use Passenger Processing System  
Software Warranty & Maintenance, Support, and Professional Services

**1. INTRODUCTION:**

- A. The City of Austin Aviation Department is seeking a three (3) year contract, with two (2) one (1) year extension options, *exercisable by the City at its sole discretion*, with a qualified and experienced Vendor capable of providing software maintenance services and support for the Airport's Shared Use Passenger Processing System (SUPPS).

This Request for Quote is for the on-site and ongoing maintenance, repair and support for the software, associated interfaces, and integrated components of the Amadeus Shared Use Passenger Processing System. This is to include technical support of the proprietary software from a Vendor licensed by the software manufacturer. To fulfill the requirements of this statement of work, the Vendor will provide 24-hour on-site support to meet the day to day needs of the airport.

Amadeus Product Support will include, Amadeus third party software maintenance agreements, database maintenance, preventative maintenance, software licenses, software updates, hotfixes, and upgrades, system configuration, on-site training, systems monitoring, troubleshooting, and 24/7 helpdesk to ensure all severity levels are met for the following system components:

- i) Airport Operational Information System (AOIS) Software
  - (1) Passenger Processing Systems
    - (a) Extended Airline System Environment (EASE™)
    - (b) Local Departure Control System (LDCS)
      - (i) MIS-Choice LDCS
    - (c) Common Use Self Service (CUSS)
      - (i) IER CUSS Software
      - (ii) Airline CUSS Applications
      - (iii) CUSS reporting services
  - (2) Operational Systems
    - (a) Airport Operational Database (AODB)
      - (i) Airport Intelligence
    - (b) Resource Management System (RMS)
      - (i) Gate Status Application (GSA)
  - (3) Electronic Visual Information Display System (EVIDS)
    - (a) Flight Information Display System (FIDS)
      - (i) Baggage Input Console (BIC)
      - (ii) Intelligent Display Systems
      - (iii) Airport Gate Information Display System (ApGIDS)
      - (iv) Public facing internet FIDS (WebFIDS)
      - (v) Advertising Display System (ADS)
      - (vi) Extended Airline System Environment Flexible (EASE™ FX)
        - 1. Airline (AirGIDS)
  - (4) Enterprise Service Bus (ESB)
    - (a) External flight information data interface

- (b) WebFIDS data interface
  - (c) Any other existing or future interfaces installed by Amadeus
- ii) Hardware Integration to EASE™ software
  - (1) EASE Peripherals
    - (a) Personal Computer (PC)
    - (b) Travel Document Printer (boarding passes, bag tags, etc.)
    - (c) Keyboards/MSR-OCR
    - (d) Boarding Gate Readers (BGR)
    - (e) Bar Code Scanners (BCR)
    - (f) Laser and/or Inkjet Printers (PRT)
    - (g) Receipt Printers (POS)
    - (h) Uninterruptible Power Supply (UPS)
    - (i) RFID Reader and/or Encoders (RFID)
  - iii) Professional Services
    - (1) Hourly cost for Program Manager
    - (2) Hourly cost for Project Manager
    - (3) Hourly cost for System Engineer
      - (a) Amadeus has labor rates established and published per calendar year.
    - (4) Annual cost for an on-site Amadeus Site Manager
    - (5) Annual cost for an on-site Amadeus Systems Engineer
    - (6) Annual cost for an on-site Amadeus Network Engineer
    - (7) Annual cost for six (6) on-site Amadeus Field Engineers
- B. As necessary, the Vendor will provide a quote for additional work. The Vendor will begin work upon notice to proceed and will be reimbursed for additional work authorized by the City for software modification/builds, or any additional services necessary to secure and/or support the Shared Use Passenger Processing System. The estimated annual expenditure for this element shall not be greater than one hundred seventy-five thousand dollars (\$175,000) per annum.
- C. Additional services will be provided by dedicated on-site Amadeus Support Personnel as defined in Attachments A and B.
  - a. Roles & Responsibilities with Airport and Amadeus Site Manager, Systems Engineer, Network Engineer and Field Engineers
  - b. Pricing Proposal Detail
- D. All products and solutions will meet or exceed the standard requirements, support services will be provided through a combination of on-site support, off-site, and remote support as necessary.

## **2. SCOPE OF SERVICES**

- A. SOFTWARE WARRANTY AND MAINTENANCE SUPPORT REQUIREMENTS
  - i) Vendor will provide unlimited 24/7 telephone support from the Vendors help desk.
  - ii) Vendor will provide, or make available, technical experts to assist with Operational questions, troubleshooting, training and general how-to questions, as required by the City.
  - iii) Vendor will maintain valid third party software maintenance agreement(s) necessary to support any and all third party software components of CUSS environment.
  - iv) Vendor will participate in and actively support the City's processes for improving the quality of Shared Use Services provided to the airport stakeholders that may include (a) participation in various work groups, (b) recommendation of new interface services or (c) initiating recommendations for improving the way the Department and the Vendor does business.

- v) Vendor and its officers, employees, guests, invitees, Vendors will observe, obey and comply with all applicable rules, policies, procedures, and regulation of the City, Aviation Department, Federal Aviation Administration, Transportation Security Administration, and the Department of Homeland Security in effect during the term of this agreement.

**B. CORRECTIVE MAINTENANCE**

- i) The Vendor will be responsible for all corrective maintenance of the Shared Use System software including replacing/repairing damaged or non-functioning (software) components, interfaces, and integration points.
- ii) Work orders will be issued to the Vendor through Vendor's ticketing system. Each ticket will have a description of the work that is to be performed along with the specific system and/or airline affected.
- iii) Vendor will submit monthly reports of all corrective maintenance performed to ABIA for review. Amadeus and ABIA will agree to a format for the reports.

**C. INCIDENT MANAGEMENT AND REPORTING**

- i) Vendor will ensure that all SUPPS and CUSS incidents are captured and entered in Vendor's service tracking application.
- ii) Vendor will ensure that the designated on-site support staff has full access, and is knowledgeable in the operations of the Vendor's service tracking application.
- iii) Vendor will submit incident reports to ABIA as needed, or as requested, by ABIA.
- iv) ABIA and Amadeus will determine the cycles and frequencies of required reports. Amadeus and ABIA will agree to a format for the reports.

**D. AMADEUS SOFTWARE PREVENTATIVE MAINTENANCE**

- i) Vendor's on-site staff will perform preventative maintenance in accordance with the manufacturer's specifications.
- ii) Vendor's on-site support staff will meet as required with ABIA designated representative to discuss on-going issues, and resolution. ABIA and Amadeus will determine the cycles and frequencies of meetings.
- iii) All preventative maintenance will be performed with no service disruption to airport operations. All preventative maintenance performed will follow established change control processes.
- iv) Vendor will submit monthly reports of all preventative maintenance performed to ABIA for review.
- v) Amadeus and ABIA will agree to a format for the reports.

**E. SOFTWARE UPDATES AND CHANGE CONTROL**

- i) Software updates, patches or bug fixes, specific to Austin-Bergstrom International Airport, will be provided, tested and installed at no additional costs as long as the City is under a current Amadeus software support agreement.
- ii) Vendor will provide at no additional charge any and all software updates or latest versions of all Shared Use software package(s) listed in Section 1, as they become available and as long as the City is under a current Amadeus software support agreement.
- iii) Vendor will make any and all necessary software parameter changes to accommodate changes directed by the City, at no additional charge as long as the City is under a current Amadeus software support agreement.
- iv) No software updates, patches or bug fixes will be performed without prior approval from Amadeus and ABIA.

- (1) ABIA and Amadeus recognize that changes to the Shared Use environment are inevitable. Therefore, a change management process has been put into place to manage such changes in a structured and uniform manner.
- (2) Changes to the ABIA SUPPS environment will be coordinated through the Amadeus Site Manager. Changes to the production environment will occur during off SUPPS production hours, with the exception of Emergency Changes. All changes require a System Change Request (SCR) form and approval from Amadeus and ABIA.
- (3) ABIA is obligated by its Airline Service Level Agreement to make every effort to provide a minimum of 5 days' notice to all respective SUPPS participating Airlines prior to a change to the SUPPS production environment.
- (4) ABIA will coordinate and get approvals from all respective SUPPS participating Airlines prior to a change to the SUPPS environment. No changes to the SUPPS production environment can be made without notification and approval of Amadeus and ABIA.
- (5) The information below must be communicated in writing to ABIA for all production environment changes no less than 15 regular business days prior to the change being made. The only exception is for emergency changes, where the change information can be communicated verbally and be submitted in writing after the change has been implemented. The amount of detail required will be determined by the complexity of the change. Routine changes require this information to be provided in advance of the change. Urgent or Emergency changes will not be delayed by the requirement to provide this information; however, this information will be required in a reasonable time frame.
- (6) The Amadeus System Change Request (SCR) form act as the official change request submission document. The review and approval of an SCR requires that both Amadeus and ABIA understand the exact change, its purpose and its possible risks. All System Change Requests shall include (at a minimum) the following information:
  - (a) **Description** - A brief narrative of what the change is intended to accomplish. Should be phrased in business terms, not technical terms.
  - (b) **Scope**
    - (i) **Small** – change affects one module and few settings (all are listed)
    - (ii) **Medium** – change affects either one module and many settings, OR many modules and few settings (all are listed)
    - (iii) **Large** – change affects many modules and settings (all are listed)
  - (c) **Source** - The name of the organization(s) instigating the change
  - (d) **Urgency**
    - (i) **Routine** – part of normal, day to day, system maintenance. Will be postponed if Urgent or Emergency Changes exist
    - (ii) **Urgent** – required to resolve a problem causing equipment or systems to not perform normally, or address a vulnerability. Will only be postponed if Emergency Changes exist
    - (iii) **Emergency** – required to resolve a significant problem or system outage as determined by ABIA. Cannot be postponed without risk of complete system failure or sever operational disruption.
  - (e) **Testing** - A brief narrative of the testing performed to ensure the change accomplishes what it is intended to and that the testing is comprehensive enough that it does not cause any unforeseen impacts
  - (f) **Training** - Any training required by the users of the impacted systems or modules
  - (g) **Implementation** - The steps required to implement the change
  - (h) **Back Out Procedures**- The steps required to remove the change if required, and restore the systems to their previous state
- (7) All changes to the SUPPS production environment will be processed according to the following event outline:

1. The Amadeus Site Manager will create and submit an SCR in SharePoint following the Amadeus internal process.
2. The Amadeus Site Manager presents the SCR to ABIA after the SharePoint approval process.
3. ABIA and Amadeus Site Manager review the SCR.
4. The Amadeus Site Manger requests (from Amadeus) updates to the SCR as required from the review.
5. The SCR is validated by ABIA and Amadeus Site Manager.
6. The AMADEUS Site Manager will schedule a conference call between ABIA and the Amadeus engineer who will be implementing the SCR changes.
7. The SCR is either updated or revalidated (if needed) or a date and time is proposed for the change to be implemented.
8. ABIA will approve the SCR via email to Amadeus or through the Amadeus SharePoint customer process
9. ABIA informs all SUPPS users of the proposed change and date and time of the work.
10. ABIA provides final approval of the date and time
11. The Amadeus Site Manager confirms the scheduled date and time with Amadeus remote support.
12. ABIA sends a message to all respective parties informing them or the scheduled system downtime.

**F. QUALIFICATIONS**

- i) Vendor’s staff performing any work on the Shared Use System software and/or hardware will be qualified and experienced to perform maintenance and upgrades.

**G. SECURITY, CONFIDENTIALITY, AND NETWORK DATA SECURITY REQUIREMENTS**

- i) Vendor’s on-site and remote staff will meet all local and national security requirements and comply with all laws and regulations that are otherwise legally required to work at the airport.
- ii) On-site staff will meet the minimum Airport security requirements and be capable of obtaining and maintaining a current valid SIDA badge at ABIA.
- iii) On-site and remote staff will be required to sign a non-disclosure agreement and keep the details of ABIA confidential. Failure to sign or abide by the non-disclosure agreement will be grounds for contract cancellation.
- iv) Remote access will meet ABIA security requirements. Will be required to provide notice to ABIA within 24 hours of a termination or resignation of support staff.

**H. TELEPHONE AND/OR E-MAIL SUPPORT RESPONSE.**

- i) Vendor will provide support for problem resolution twenty-four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year. Vendor will provide a toll-free telephone number accessible 24/7.
- ii) Support calls will be submitted, and prioritized, utilizing the severity definitions listed below:

<b>Priority</b>	<b>Description</b>
<b>Urgent</b>	Emergency...system(s) down. Large scale services are deemed inoperable. User’s technical resources and/or business operations are down.
<b>High</b>	System(s) are responding, but in a degraded state. The issue is causing significant impact to the business operations at a large scale. Example: servers, network services or other applications are working for a limited group. Not an enterprise outage.
<b>Medium</b>	System(s) are responding; however, there are technical issues which are affecting a user(s) in

	a negative manner. Example: Hardware or software technical issues; intermitted network outages
<b>Low</b>	Systems(s) are operational; however, users may require assistance with a technical question. Example: Need new software installed

iii) Support calls will comply with the response times listed below:

Priority	Description	Response Time – Business hours	Response Time – After hours
<b>Urgent</b>	Emergency...system(s) down. Large scale services are deemed inoperable. User's technical resources and/or business operations are down.	15 min. or less	15 min. or less
<b>High</b>	System(s) are responding, but in a degraded state. The issue is causing significant impact to the business operations at a large scale. Example: servers, network services or other applications are working for a limited group. Not an enterprise outage.	15 min. or less	15 min. or less
<b>Medium</b>	System(s) are responding; however, there are technical issues which are affecting a user(s) in a negative manner. Example: Hardware or software technical issues; intermitted network outages	30 min. or less	30 min. or less
<b>Low</b>	Systems(s) are operational; however, users may require assistance with a technical question. Example: Need new software installed	30 min. or less.	30 min. or less.

iv) Support calls will comply with the resolution times listed below:

Priority	Description	Resolution Time – Business hours	Resolution Time – After hours
<b>Urgent</b>	Emergency...system(s) down. Large scale services are deemed inoperable. User's technical resources and/or business operations are down.	2 hours or less.	4 hours or less.
<b>High</b>	System(s) are responding, but in a degraded state. The issue is causing significant impact to the business operations at a large scale. Example: servers, network services or other applications are working for a limited group. Not an enterprise outage.	2 hours or less.	4 hours or less.
<b>Medium</b>	System(s) are responding; however, there are technical issues which are affecting a user(s) in a negative manner. Example: Hardware or software technical issues; intermitted network outages	2 days or less	N/A
<b>Low</b>	Systems(s) are operational; however, users may require assistance with a technical question. Example: Need new software installed	3 days or less	N/A

**NOTE:** Resolution time(s) may be dependent on the services of an external provider. Information Systems will ensure that the resolution by an external provider is not delayed, however cannot guarantee the timeliness of the external provider's response.

**NOTE:** It is expressly noted that the resolution times are only applicable to the SUPPS Software. They specifically exclude resolution times outside the SUPPS Platform, SUPPS Platform hardware and ABIA Local Area Network (LAN) and the Wide Area Network (WAN) and/or the Airline's host(s).

**I. ESCALATION PROCEDURES**

- i) Vendor will establish escalation procedures that will be engaged to support and assist in providing timely resolution as required. Vendor will provide an escalation list of upper management to enable problem resolution in the event ABIA is dissatisfied with the level of service at any time during the troubleshooting process they may ask for a management escalation as outlined below:

**Vendor Management Escalation Contact List:**

Name	Title	Contact Information	
		Email	Phone Number
Randy Wessels	AUS Site Manager	<a href="mailto:Randy.wessels@amadeus.com">Randy.wessels@amadeus.com</a>	512-985-8899
Dennis Welton	Regional Manager, Central	<a href="mailto:Dennis.welton@amadeus.com">Dennis.welton@amadeus.com</a>	817-266-5889
Sharon Abate	Director, Support	<a href="mailto:Sharon.abate@amadeus.com">Sharon.abate@amadeus.com</a>	972-251-3088
Chris Keller	Vice President	<a href="mailto:Chris.keller@amadeus.com">Chris.keller@amadeus.com</a>	630-240-2776
Betros Wakim	President	<a href="mailto:Betros.wakim@amadeus.com">Betros.wakim@amadeus.com</a>	407-874-9288

J. PRICING

Provide completed price information as indicated in the table below:

<b>Section A – Software Warranty &amp; Maintenance</b>					
<b>Item No.</b>	<b>Item Description</b>	<b>Estimated Annual Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	AIOS Software Maintenance (AODB, ESB, RMS, FIDS, EASE) [Total 3 Years]				\$ 279,879.91
	YEAR 1	1	Each	\$ 90,549.65	
	YEAR 2	1	Each	\$ 93,266.14	
	YEAR 3	1	Each	\$ 96,064.12	
2	Amadeus 24/7 Help Desk [Total 3 Years]				\$ 338,495.96
	YEAR 1	1	Each	\$ 109,513.72	
	YEAR 2	1	Each	\$ 112,799.13	
	YEAR 3	1	Each	\$ 116,183.11	
3	IER CUSS Airline Software [Total 3 Years]				\$ 115,309.45
	YEAR 1	1	Each	\$ 37,306.11	
	YEAR 2	1	Each	\$ 38,425.29	
	YEAR 3	1	Each	\$ 39,578.05	
4	IER CUSS Software [Total 3 Years]				\$ 11,799.57
	YEAR 1			\$ 3,817.52	
	YEAR 2			\$ 3,932.05	
	YEAR 3			\$ 4,050.01	
5	Interfaces & Subscriptions				\$ 156,000.19
	Flightview [Total 3 Years]			\$ 66,140.17	
	MIS Choice [Total 3 Years]			\$ 32,427.18	
	ASM Baggage [Total 2 years]			\$ 57,432.84	
6	ASM Baggage [Software and Implementation]	1	Each	\$187,184.00	\$ 187,184.00
	<b>SUBTOTAL</b>		<b>Items 1-6</b>		<b>\$ 1,088,669.08</b>
7	OPTIONAL – Renewal Year 4 (incl. Items 1-5)	1	Each	\$ 328,413.22	\$ 328,413.22
8	OPTIONAL – Renewal Year 5 (incl. Items 1-5)	1	Each	\$ 338,265.61	\$ 338,265.61
<b>Sum of Items 1, 2, 3, 4, 5 &amp; 6</b>					<b>\$ 1,088,669.08</b>
<b>Sum of Item No. 7 &amp; 8</b>					<b>\$ 666,678.83</b>
<b>Sum of Item No. 1, 2, 3, 4, 5, 6, 7 &amp; 8 – Section A Total</b>					<b>\$ 1,755,347.92</b>
<b>Section B – Professional Services</b>					
<b>Item No.</b>	<b>Item Description</b>		<b>Unit Per/HR</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	Program Manager (does not include annual escalation)		1	\$ 175.00	\$

2	Project Manager (does not include annual escalation)	1		\$ 175.00	\$
3	System Engineering (does not include annual escalation)	1		\$ 125.00	\$
4	Software Configuration/Additional Services Not to exceed \$175,000 per annum	Annual		\$ 175,000.00	\$ 525,000.00
5	Office Supplies, Tools, & Administration [Not to Exceed 5% of Contract]	Annual		\$ 81,002.71	\$ 243,008.12
	<b>SUBTOTAL: 3 Year</b>	<b>Items 1-5</b>			<b>\$ 768,008.12</b>
6	OPTIONAL – Year 4	Annual		\$ 231,269.78	\$ 231,269.78
7	OPTIONAL – Year 5	Annual		\$ 231,762.40	\$ 231,762.40
	<b>SUBTOTAL</b>	<b>Items 1-7</b>			<b>\$ 1,231,040.31</b>
<b>Item No.</b>	<b>Item Description</b>	<b>Estimated Annual Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
8	Amadeus Site Manager [3 years]	1	Each	\$ 92,914.00	\$ 278,742.00
9	Amadeus System Engineer [3 years]	1	Each	\$ 136,411.67	\$ 409,235.00
10	Amadeus Field Engineer [3 years]	6	Each	\$ 115,352.00	\$ 2,076,336.00
11	Amadeus Network Engineer [3 years]	1	Each	\$ 160,726.80	\$ 482,180.40
	<b>SUBTOTAL: 3 Year</b>		<b>Items 8-11</b>		<b>\$ 3,246,493.40</b>
12	OPTIONAL – Amadeus Site Manager (Year 4)	1	Each	\$ 98,544.00	\$ 98,544.00
13	OPTIONAL – Amadeus Systems Engineer (Year 4)	1	Each	\$ 144,677.00	\$ 144,677.00
14	OPTIONAL – Amadeus Field Engineer (Year 4)	6	Each	\$ 122,216.00	\$ 733,296.00
15	OPTIONAL - Amadeus Network Engineer (Year 4)	1	Each	\$ 170,465.41	\$ 170,465.41
	<b>SUBTOTAL: 4th Year Option</b>		<b>Items 12-15</b>		<b>\$ 1,146,982.41</b>
16	OPTIONAL – Amadeus Site Manager (Year 5)	1	Each	\$ 101,500.00	\$ 101,500.00
17	OPTIONAL – Amadeus Systems Engineer (Year 5)	1	Each	\$ 149,017.00	\$ 149,017.00
18	OPTIONAL – Amadeus Field Engineer (Year 5)	6	Each	\$ 125,882.00	\$ 755,292.00
19	OPTIONAL - Amadeus Network Engineer (Year 5)	1	Each	\$ 175,579.37	\$ 175,579.37
	<b>SUBTOTAL: 5th Year Option</b>		<b>Items 16-19</b>		<b>\$ 1,181,388.37</b>
<b>CONTRACT SUMMARY:</b>					
<b>Sum of Item No. 1, 2, 3, 4, 5, 6, 7 &amp; 8 = Section A Total</b>					<b>\$ 1,755,347.92</b>
<b>Sum of Item No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 &amp; 19 = Section B Total</b>					<b>\$ 6,805,904.49</b>
<b>Sum of Section A &amp; B = Total Contract Amount</b>					<b>\$ 8,561,252.41</b>

NOTE: This does not include the cost of software licensing and renewals or hardware vendor warranty for SUPPS hardware and software.

### 3. Service Level Agreement:

This Service Level Agreement (SLA) is between the ABIA and Vendor. This SLA is intended to define the service levels and response times ABIA can expect.

#### K. DEFINITIONS

Availability - The readiness for use as set forth in this SLA, of the LAN and SUPPS Platform.

Change Management - The process by which changes are reviewed and approved for implementation to the SUPPS platform or other parts of the environment, such as the LAN.

CUSS - Common Use Self Service Kiosks

Customer - Any user of the SUPPS platform and related services or their designated handling agent.

Dedicated Equipment - Non-SUPPS Equipment that is located in the airline or customer back-office.

External Service Provider - Any non-ABIA team member.

Fault - Any condition which prevents the availability or the functionality of the LAN and/or SUPPS Platform in respect to how a particular Airline operates.

Local Area Network (LAN) - The cable and switch gear placed around the operational location by the Aviation Department.

Operational Hours - The time that the SUPPS Platform will be functioning, to include the SUPPS Service and LAN. Operational hours exclude scheduled maintenance events.

Outage - The time period during which there is a lack of LAN and/or SUPPS Platform functionality or availability.

Planned Changes - Changes to the LAN and/or SUPPS Platform that are scheduled in advance.

Preferential Equipment - SUPPS equipment that is typically dedicated for use by a specific airline at any given (or specified) time.

Preventative Maintenance - The proactive cleaning, adjustment, and/or other servicing of component parts of the LAN and/or SUPPS Platform to maximize reliability and availability.

Platform - Comprises common hardware, software, and networking infrastructure required to run SUPPS Applications.

Platform Provider - The entity that is responsible for on-going provision and management of the Platform. The Platform Provider could be an airport, airline, or third party company.

Platform Supplier - The entity that provides any component of the Platform.

Resolution Time - The total time taken to complete an incident/problem starting from the time the incident is logged until the service is restored or the problem has been resolved.

Service Provider - Any service provided by ABIA or third party entity contracted by ABIA to provide services covered under this SLA.

Shared Use Equipment - SUPPS equipment that is typically shared for use by a multiple airlines at any given (or specified) time.

SUPPS - Shared Use Passenger Processing Systems.

SUPPS Platform - (1) SUPPS Hardware including, but not limited to servers, workstations, kiosks, printers, network equipment, and peripherals; and (2) SUPPS Software, including, but not limited to server and workstation operation systems and databases.

Amadeus support for the SUPPS Platform excludes the following third party equipment being handled by ABIA with a third party support agreement: SUPPS third party Hardware excludes servers, workstations, kiosks, printers, ABIA network equipment and Airline owned hardware, software, networks, including WAN services (owned and leased).

SUPPS Service - The maintenance and support of SUPPS provided by ABIA and SUPPS third party service software provider(s).

SUPPS Workstation - Consists of respective airline agent facing equipment used at ticket counter check-in positions, departure gates, and other locations. Includes the following components: SUPPS peripheral device hardware including but not limited to:

PC	-	Personal Computer
MSR	-	OCR Keyboard
ATPMAP	-	Travel Document Printer (Boarding Pass & Bag Tag Printer)
BGR	-	Boarding Gate Reader
UPS	-	Uninterruptible Power Supply
PRT	-	Printer
BCR	-	Barcode reader/scanner

- OCR - Optical Character Reader
- RFID - RFID reader and/or encoders
- POS - Receipt Printer

System Changes - Modifications to existing LAN and/or SUPPS Platform. Implementation of a system change may or may not involve an outage.

Unplanned Changes - LAN and/or SUPPS Platform changes that need to be made immediately to resolve an Outage.

User - Any person, under the actual or apparent control of the Airline, accessing or utilizing the SUPPS Platform.

L. SCOPE OF AGREEMENT

The scope of this SLA includes the minimum levels of service that the Vendor will provide to ABIA as described in this SLA. The scope of this SLA will not conflict with the terms of any underlying written agreements between the Vendor and ABIA.

M. SERVICE LEVELS

i) Hours of Operation

Operational hours of the SUPPS will be 24 hours a day, 7 days a week, 365 days a year, excluding schedule maintenance events.

ii) Availability

SUPPS Software will operate at a mean average availability of 99.999% of operational hours, excluding schedule maintenance events. Planned outages are considered non-operational and would not count against availability percentage.

iii) System Response Times

Vendor will meet or exceed a target of **90%** on a monthly basis, when *responding* to all incidents within targeted *response* times.

Priority	Description	Response Time – Business hours	Response Time – After hours
<b>Urgent</b>	Emergency...system(s) down. Large scale services are deemed inoperable. User's technical resources and/or business operations are down.	15 min. or less	15 min. or less
<b>High</b>	System(s) are responding, but in a degraded state. The issue is causing significant impact to the business operations at a large scale. Example: servers, network services or other applications are working for a limited group. Not an enterprise outage.	15 min. or less	15 min. or less
<b>Medium</b>	System(s) are responding; however, there are technical issues which are affecting a user(s) in a negative manner. Example: Hardware or software technical issues; intermitted network outages	30 min. or less	30 min. or less
<b>Low</b>	Systems(s) are operational; however, users may require assistance with a technical question. Example: Need new software installed	30 min. or less	30 min. or less

iv) System Resolution Times

Vendor will meet or exceed a target of **90%** on a monthly basis, when *resolving* all SUPPS incidents within targeted response times. Resolution time(s) is the time from when a call is logged to restore the service(s) impacted.

Priority	Description	Resolution Time –	Resolution Time –
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		<b>Business hours</b>	<b>After hours</b>
<b>Urgent</b>	Emergency...system(s) down. Large scale services are deemed inoperable. User's technical resources and/or business operations are down.	2 hours or less.	4 hours or less.
<b>High</b>	System(s) are responding, but in a degraded state. The issue is causing significant impact to the business operations at a large scale. Example: servers, network services or other applications are working for a limited group. Not an enterprise outage.	2 hours or less.	4 hours or less.
<b>Medium</b>	System(s) are responding; however, there are technical issues which are affecting a user(s) in a negative manner. Example: Hardware or software technical issues; intermitted network outages	2 days or less	N/A
<b>Low</b>	Systems(s) are operational; however, users may require assistance with a technical question. Example: Need new software installed	3 days or less	N/A

**NOTE:** Resolution time(s) may be dependent on the services of an external provider. Information Systems will ensure that the resolution by an external provider is not delayed, however cannot guarantee the timeliness of the external provider's response.

**NOTE:** It is expressly noted that the resolution times are only applicable to the SUPPS Software. They specifically exclude resolution times outside the SUPPS Platform, SUPPS Platform hardware and ABIA Local Area Network (LAN) and the Wide Area Network (WAN) and/or the Airline's host(s).

**N. REPORTING FAULTS**

i) Reporting Issues

It is the Vendor's responsibility to report issue(s) to ABIA. All issues reported will be assigned a priority and will be managed until a resolution is implemented. At times a temporary workaround may be implemented and documented until a permanent solution is identified.

ii) Support

Vendor support personnel will be equipped to access the system utilizing a secure remote access connection into the SUPPS Platform for troubleshooting. A SUPPS support team member will respond to issues according to the assigned severity level within the respective timeframe listed in the section Systems Response Times. If a solution is not immediately available, the support team member agrees to escalate the issue according to the assigned severity level while still adhering to the time constraints outlined in the section System Resolution Times.

**O. INCIDENT MANAGEMENT AND REPORTING**

- i) Vendor will ensure that all SUPPS and CUSS incidents are captured and entered in their Incident Tracking application.
- ii) Vendor will ensure that the designated on-site support staff has full access, and is knowledgeable in the operations of the Vendor's chosen Incident Tracking application.
- iii) Vendor will submit incident reports to ABIA as needed, and as requested by ABIA.
  - 1) ABIA and Amadeus to determine the cycles and frequencies.
  - 2) ABIA and Amadeus to determine the format and data requirements.
  - 3) Amadeus has standard report for incident management reporting.
  - 4) Amadeus and ABIA will agree upon the format for the incident management reports.

**P. PREVENTATIVE MAINTENANCE**

- i) The Vendor will ensure that preventative maintenance is performed to deliver SUPPS Software availability of 99.999% during Operational Hours.
- ii) The Vendor will ensure Preventative Maintenance is only performed on the SUPPS Software at non-peak hours, and in such a way that it will not affect the Service Levels or disrupt Airport operations.

- iii) The Vendor will proactively alert ABIA to necessary preventative maintenance and routines for the SUPPS Software.

Q. CHANGE MANAGEMENT

- i) The Vendor will ensure that a change management process is followed when performing software changes to the SUPPS Software production environment. This includes applying software upgrades and hot fixes.
- ii) The Vendor's team lead will ensure a detailed change control plan is followed on any hardware and software changes to the SUPPS production environment. This will include a pre and post plan set of events, including a roll back plan.
- iii) The Vendor will provide a minimum of 10 days' notice to ABIA prior to scheduled non-emergency changes to the SUPPS Platform.
- iv) The Vendor will test changes in the SUPPS test environment(s), including full QA testing, as required prior to deploying changes to the production SUPPS Software environment.
- v) The Vendor's team will work with ABIA post deployment of changes to the production SUPPS Software environments, to ensure all services are fully operational prior to closing the change request.

R. VENDOR'S RESPONSIBILITIES

- i) Carry out SUPPS Platform preventative maintenance to ensure a working environment that meets Service Levels defined herein.
- ii) Provide a means of escalation, which is acceptable to ABIA where an outage exceeds or is likely to exceed the period in the Service Level defined.
- iii) Vendor will maintain valid third party software maintenance agreement(s) necessary to support any and all third party software components of CUSS environment.
- iv) Ensuring that planned changes, which require a system outage, are agreed upon by ABIA and are performed on agreed dates/times to minimize impact on airport operations.
- v) Agree with the ABIA on a timetable of planned changes.
- vi) Vendor will provide transportation vehicle for Amadeus onsite support staff.

S. MANAGEMENT OF THIS SLA

Following initial formal approval by the parties, in accordance with their respective required internal processes, this SLA will be reviewed in the event that ABIA's business or operational requirements change.

T. ASSUMPTIONS

Vendor and their agents will adhere to their respective responsibilities as defined in this SLA.

U. RESOLUTION OF CONFLICT

Vendor and ABIA will endeavour to work amicably to resolve issues and/or conflicts. In the event that a system issue or other conflict exists—however caused—parties will meet together (either in person or via conference call) at their earliest opportunity in an attempt to resolve the matter. The purpose of this meeting would be to ensure that all parties clearly understand both the nature and substance of the issue at hand, as well as the related operational impact. This group will establish a timeline for anticipated issue resolution. Information related to the on-going resolution effort will be shared with all parties in a timely manner, including any items necessitating alteration to the established resolution timeline.

Should the matter not be resolved in accordance with the established timeline, and/or if the above-referenced parties do not agree as to a timeline for resolution, the method of resolution or the need for resolution, the matter will be escalated within each respective organization.

V. Other

This SLA is made under and will be governed by the laws of the State of Texas. Any and all disputes arising under this SLA, which cannot be administratively resolved, will be determined according to the laws of the State of Texas, without regard to conflicts of laws principles. Venue for any such dispute, either administrative or judicial, will be proper and lie exclusively in Travis County, Texas.

**(Attachment A)**  
**On Site Amadeus Staff Requirements**

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**INTRODUCTION**

ABIA is requesting, in the provision of support, to add dedicated full time on-site Amadeus Shared Use System staff at Austin Bergstrom International Airport (ABIA) in Austin, Texas.

The purpose of this document is to ensure clarity of resources for the Amadeus Site Manager, Amadeus Systems Engineer, Amadeus Network Engineer, Amadeus Field Engineers, Amadeus Remote Support, and ABIA Information Systems Division to permit smooth day to day operations of the Shared Use Passenger Processing environment. This includes all respective hardware and software.

**DEFINITIONS**

**Availability**

Availability is the readiness for use as set forth in this SLA, of the LAN and SUPPS Platform.

**Change Management**

The process by which changes are reviewed and approved for implementation to the SUPPS platform or other parts of the environment, such as the LAN.

**Shared Use Equipment**

SUPPS equipment that is typically shared for use by a multiple airlines at any given (or specified) time.

**Dedicated Equipment**

Non-SUPPS Equipment that is located in the airline or customer back-office.

**SUPPS**

Shared Use Passenger Processing Systems.

**SUPPS Platform**

The SUPPS Platform includes: (1) SUPPS Hardware including, but not limited to servers, workstations, kiosks, printers, network equipment, and peripherals; and (2) SUPPS Software, including, but not limited to server and workstation operation systems and databases. SUPPS Platform excludes the following equipment: Airline owned hardware, software, networks, including WAN services (owned and leased).

**SUPPS Service**

SUPPS Service is the maintenance and support of SUPPS provided by the Aviation Department and SUPPS third party service provider(s).

**SUPPS Workstation**

The SUPPS workstation consists of respective airline agent facing equipment used at ticket counter check-in positions, departure gates, and other locations. Includes the following components: SUPPS peripheral device hardware including but not limited to:

PC	-	Personal Computer
MSR	-	OCR Keyboard
ATPMAP	-	Travel Document Printer (Boarding Pass & Bag Tag Printer)
BGR	-	Boarding Gate Reader
UPS	-	Uninterruptible Power Supply
PRT	-	Printer
BCR	-	Barcode reader/scanner
OCR	-	Optical Character Reader
RFID	-	RFID reader and/or encoders
POS	-	Receipt Printer

**CUSS**

Common Use Self Service – Kiosks

**Customer**

Customer shall include any user of the SUPPS platform and related services or their designated handling agent.

**Fault**

Any condition which prevents the availability or the functionality of the LAN and/or SUPPS Platform in respect to how a particular Airline operates.

**Local Area Network (LAN)**

The cable and switch gear placed around the operational location by ABIA.

**Operational Hours**

The time that the SUPPS Platform will be functioning, to include the SUPPS Service and LAN. Operational hours exclude scheduled maintenance events.

**Outage**

The time period during which there is a lack of LAN and/or SUPPS Platform functionality or availability.

**Planned Changes**

Changes to the LAN and/or SUPPS Platform that are scheduled in advance.

**Preferential Equipment**

SUPPS equipment that is typically dedicated for use by a specific airline at any given (or specified) time.

**Preventative Maintenance**

The proactive cleaning, adjustment, and/or other servicing of component parts of the LAN and/or SUPPS Platform to maximize reliability and availability.

**Platform**

Comprises common hardware, software, and networking infrastructure required to run SUPPS Applications.

**Platform Provider**

The entity that is responsible for on-going provision and management of the Platform. The Platform Provider could be an airport, airline, or third party company.

**Platform Supplier**

The entity that provides any component of the Platform.

**Service Provider**

Any service provided by ABIA or third party entity contracted by ABIA to provide services covered under this SLA.

**System Changes**

Modifications to existing LAN and/or SUPPS Platform. Implementation of a system change may or may not involve an outage.

**Unplanned Changes**

LAN and/or SUPPS Platform changes that need to be made immediately to resolve an Outage.

**User**

Any person, under the actual or apparent control of the Airline, accessing or utilizing the SUPPS Platform.

**External Service Provider**

Any non-ABIA team member.

**RESOURCES**

ABIA reserves the right to review and approve/disapprove any assigned on-site personnel. As part of the Support Services, Amadeus will dedicate the following resources to ABIA systems and equipment:

- 1) Site Manager
  - a. Available on site from 8:00 AM – 5:00 PM Monday - Friday, with one hour lunch break, and available via cell phone outside of regular business days/hours for escalation. Unless additional support hours are required to meet the needs of ABIA,
    - i. ABIA Regular Business Days and Hours:

1. Monday – Sunday 4:00 am to 12:00 am
  - ii. Outside Regular Business Days and Hours:
    1. Monday – Friday 4:00 am to 8:00 am & 5:00 pm to 12:00 am
  - b. Available on site after Regular Business Hours one (1) night each month to perform Maintenance on all Amadeus systems (databases, servers, clients, etc.) if needed
    - i. Maintenance window will be agreed upon timeframe with the Airport
  - c. Observes Amadeus Holiday Schedule is covered within the cost of the Support Agreement
    - i. Holiday schedule will be provided to ABIA at the beginning of each calendar year.
  - d. Observes two weeks of vacation is covered within the cost of the Support Agreement
    - i. Vacation requests should be submitted to ABIA ten (10) regular business days prior to the requested leave date.
      1. If Site Manager requests two consecutive weeks (ten (10) regular business days) of vacation leave, on-site Amadeus will provide coverage.
      2. ABIA may deny vacation requests based on ABIA business needs.
  - e. Illness/injury requiring the Amadeus Site Manager to be absent is covered with the cost of the Support Agreement.
    - i. Illness/injury must be reported to the ABIA within 1 (one) hour before scheduled shift begin time.
      1. If Illness/Injury greater than 5 (five) consecutive regular business days then other on-site Amadeus staff will provide coverage for the duration of the illness/injury.
  - f. The Amadeus Site Manager shall meet all local and national security requirements and comply with all laws and regulations that are otherwise legally required to work at the airport.
    - i. Shall meet the minimum Airport security requirements and be capable of obtaining and maintaining a current valid SIDA badge at ABIA.
  - g. The Amadeus Site Manager will be required to sign a non-disclosure agreement and keep the details of ABIA confidential. Failure to sign or abide by the non-disclosure agreement will be grounds for contract cancellation. Amadeus Site Manager will be required to acknowledge the receipt of Austin-Bergstrom International Airport, Airport Security Program section 4-Personnel Identification and will control the document in accordance with 49 CFR 1541.7.
- 2) Systems Engineer
- a. Available on site from 8:00 AM – 5:00 PM Monday - Friday, with one hour lunch break, and available via cell phone outside of regular business days/hours for escalation. Unless additional support hours are required to meet the needs of ABIA.
    - i. ABIA Regular Business Days and Hours:
      1. Monday – Sunday 4:00 am to 12:00 am
    - ii. Outside Regular Business Days and Hours:
      1. Monday – Friday 4:00 am to 8:00 am & 5:00 pm to 12:00 am
  - b. Available on site after Regular Business Hours one (1) night each month to perform Maintenance on all Amadeus systems (databases, servers, clients, etc.)
    - i. Maintenance window will be agreed upon timeframe with the Airport
  - c. Available on site after Regular Business Hours for any emergency updates.
  - d. Observe Amadeus Holiday Schedule which is covered within the cost of the Support Agreement
    - i. Holiday schedule will be provided to Airport at the beginning of each calendar year.
    - ii. Staff will be on site during the holidays.
  - e. Observes two weeks of vacation which is covered within the cost of the Technical Support Agreement
    - i. Vacations are covered with existing Site Manager or Field Engineers
  - f. Illness/injury requiring the Amadeus Field Engineers to be absent is covered within the cost of the Support Agreement.
    - i. Illness/injury are covered with existing Site Manager or Field Engineers
  - g. The Amadeus Systems Engineer shall meet all local and national security requirements and comply with all laws and regulations that are otherwise legally required to work at the Airport.



- i. Amadeus Site Manager will immediately report absence to DOA designated representative.
    - f. The Amadeus Field Engineers shall meet all local and national security requirements and comply with all laws and regulations that are otherwise legally required to work at the Airport.
      - i. Shall meet the minimum Airport security requirements and be capable of obtaining and maintaining a current valid SIDA badge at ABIA.
    - g. The Amadeus Field Engineers shall be required to sign a non-disclosure agreement and keep the details of the Airport confidential. Amadeus Field Engineers will be required to acknowledge the receipt of Austin-Bergstrom International Airport, Airport Security Program section 4-Personnel Identification and will control the document in accordance with 49 CFR 1541.7.
- 5) Remote Support Staff:
- a. Remote work and services shall be provided and performed primarily from the state of Florida, U.S.A.
  - b. After hours remote work and services shall be provided and performed from various locations within the U.S.A.
  - c. Remote access shall meet ABIA security requirements.
    - i. Amadeus will provide notice to ABIA within 24 hour of a termination or resignation of support staff.
    - ii. The Amadeus remote support staff will be required to sign a non-disclosure agreement and keep the details of ABIA confidential. Failure to sign or abide by the non-disclosure agreement will be grounds for contract cancellation. Amadeus will be required to acknowledge the receipt of Austin-Bergstrom International Airport, Airport Security Program section 4-Personnel Identification and will control the document in accordance with 49 CFR 1541.7.
- 6) Supplies and Consumables:
- a. The Airport will reimburse Amadeus for certain costs and expenses actually incurred and paid in the support, maintenance and operation of the SUPPS, up to an amount not to exceed 5% of the total contract per annum.
  - b. Reimbursable Expenses shall include, but are not limited to:
    - i. Office supply cost, including the cost of copier supplies and postage.
    - ii. Costs of necessary pre-employment tests, criminal history checks, and fingerprinting fees required to obtain an Airport credential.
    - iii. Cost of data or internet service and local phone service
    - iv. Certain non-budgeted costs and expenses actually incurred and paid by Amadeus in the support, maintenance and operation of the SUPPS with the prior written approval of the Airport Director or designee.
  - c. Non-Reimbursable Expenses. Non-Reimbursable Expenses shall include, but are not limited to:
    - i. Cost of acquisition of any long distance telephone service.
    - ii. Cost of the insurance the company is required to provide.
    - iii. Cost to acquire, operate and maintain Amadeus' service vehicles.
    - iv. Cost to acquire, operate, maintain or repair Amadeus' office equipment, and computers.
    - v. Cost (including travel expenses) of meetings between representatives of Company and City staff
  - d. The Airport will provide all consumables required for SUPPS equipment including stock

for boarding pass printer, bag tag printer and hard copy printer, toners for hard copy printer, and print heads for boarding pass and bag tag printers.

- e. Amadeus will comply with all Applicable Law Governing City procurements.
- f. All procurements over \$50,000 must be solicited through competitive sealed bids
- g. The cost of goods, services, and equipment procured by Amadeus under this section, are passed through to the City without markup, except for Amadeus' actual costs incurred in the procurement as authorized in advance by Airport Director or designee.
- h. All goods, services or equipment purchased by Amadeus for which the City reimburses it will become property of the Airport immediately upon reimbursement.

#### 7) Tools and Equipment

- a. Amadeus shall provide onsite staff with all vehicles, tools, equipment, and supplies necessary to perform their job responsibilities.
- b. A vehicle must be provided to allow the onsite staff to access the various airport terminals. Amadeus must adhere to all insurance requirements and regulations associated with operating a vehicle on the Airport.

#### 8) Work Space

- a. The Airport shall make every effort possible to provide the Amadeus on-site staff with a secured accessible office space with close proximity to the main terminal building. This office space will include the following:
  - i. work area and desk
  - ii. computer workstation connected to the ABIA network (requires that Amadeus staff comply with all City of Austin acceptable use policies concerning the ABIA network)
  - iii. telephone
- b. The Airport will provide Amadeus staff with access to a lab work area that provides the onsite technicians the ability to fully test, trouble shoot and repair all aspects of the SUPPS hardware and software. At a minimum this space shall include:
  - i. Mockup of SUPPS check in, gate, and FIDS (landscape and portrait)
  - ii. (1) CUSS kiosk
  - iii. work table for equipment,
  - iv. locking file and storage cabinets

## **ROLES AND RESPONSIBILITIES**

The Amadeus Onsite Staff will be trained to provide Level 1, 2, and 3 functional and operational support for all Amadeus systems installed at ABIA as defined in Attachment B. Amadeus onsite support staff will be on site for specific issues such as daily break/fix issues, major problems, upgrades, and/or enhancements. Amadeus On-Site Staff will manage all hardware and software components of the SUPPS Infrastructure including cluster management and virtual datastores, all SUPPS servers to include monthly security updates, and break-fix, configuration, and deployment of all SUPPS hardware. The airport will procure new and replacement hardware for SUPPS systems (PC's, printers, kiosks, displays, etc..). The airport will manage all physical networking and physical network infrastructure.

The primary ABIA contact for the Amadeus staff will be the Aviation Information Systems Manager or designee.

## **INCIDENT HANDLING PROCESS**

SUPPS users will report all system and equipment incidents to the ABIA Service Desk. Amadeus Site Manager, Amadeus Systems Engineer, Amadeus Field Engineers or ABIA Service Desk will create an incident tracking ticket, using ABIA's ticketing system, for all software and hardware incidents. Each ticket will contain all pertinent incident information, and will be assigned to the appropriate ABIA support staff or the Amadeus Staff for resolution.

Amadeus staff will utilize the ABIA ticketing system to create incident tickets and track ABIA specific incidents and issues to completion.

Amadeus onsite support staff will add level 2 ABIA tickets for software issues into the Amadeus ticket system which will be a duplicate in the ABIA ticket system to record issues including after hours.

SUPPS users are divided into two groups:

- 1) ABIA Customers (airlines, tenants, passengers, etc.)
- 2) ABIA Employees

## SYSTEM RESPONSE TIMES

Amadeus will meet or exceed a SUPPS *incident response* time target of 90% on a monthly basis.

Calls are prioritized based on:

Priority	Description	Response Time Business hours	Response Time After hours
<b>Urgent</b>	Emergency...system(s) down. Large scale services are deemed inoperable. User's technical resources and/or business operations are down.	15 min or less	15 min or less
<b>High</b>	System(s) are responding, but in a degraded state. The issue is causing significant impact to the business operations at a large scale. Example: servers, network services or other applications are working for a limited group. Not an enterprise outage.	15 min or less	15 min or less
<b>Medium</b>	System(s) are responding; however, there are technical issues which are affecting a user(s) in a negative manner. Example: Hardware or software technical issues; intermitted network outages	30 min or less	30 min or less
<b>Low</b>	Systems(s) are operational; however, users may require assistance with a technical question or a service request. Example: Need new software installed	30 min or less	30 min or less

**NOTE:** It is expressly noted that the response times are only applicable to the SUPPS Platform. They specifically exclude response times outside the SUPPS Platform such as ABIA Local Area Network (LAN), Wide Area Network (WAN) and/or the Airline's host(s).

### Resolution Times

Amadeus will meet or exceed a SUPPS *incident resolution* time target of 90% on a monthly basis. Resolution time is the total time taken to complete an incident/problem starting from the time the incident is logged until the service is restore or the problem has been resolved.

Priority	Description	Resolution Time Business hours	Resolution Time After hours
<b>Urgent</b>	Emergency...system(s) down. Large scale services are deemed inoperable. User's technical resources and/or business operations are down.	2 hours or less	4 hours or less
<b>High</b>	System(s) are responding, but in a degraded state. The issue is causing significant impact to the business	2 hours or less	4 hours or less

	operations at a large scale. Example: servers, network services or other applications are working for a limited group. Not an enterprise outage.		
<b>Medium</b>	System(s) are responding; however, there are technical issues which are affecting a user(s) in a negative manner. Example: Hardware or software technical issues; intermitted network outages	2 days or less	N/A
<b>Low</b>	Systems(s) are operational; however, users may require assistance with a technical question or a service request. Example: Need new software installed	3 days or less	N/A

**NOTE:** Resolution time(s) may be dependent on the services of an external provider. ABIA will ensure that the resolution by an external provider is not delayed; however cannot guarantee the timeliness of the external provider's response.

**NOTE:** It is expressly noted that the response times are only applicable to the SUPPS Platform. They specifically exclude response times outside the SUPPS Platform such as ABIA Local Area Network (LAN), Wide Area Network (WAN) and/or the Airline's host(s).

### Incident Escalation

If ABIA staff and Amadeus staff cannot resolve an incident within the time frame(s) outlined in the defined resolution time matrix, the incident will be escalated to Amadeus Third Level Remote Support.

1. Amadeus remote support will respond to the issue within the defined response times listed above.
2. Amadeus remote support will attempt to resolve the issue within the defined resolution times listed above.
3. If Amadeus remote support cannot resolve the issue within the defined time frame, an expected time/ date for resolution will be provided to the Amadeus Site Manager and ABIA.

Amadeus will establish escalation procedures that will be engaged to support and assist in providing timely resolution as required. If ABIA is dissatisfied with the level of service at any time during the troubleshooting process, they may ask for a management escalation as outlined below.

### Amadeus Management Escalation Contact List:

Name	Title	Contact Information	
		Email	Phone Number
Randy Wessels	AUS Site Manager	<a href="mailto:Randy.wessels@amadeus.com">Randy.wessels@amadeus.com</a>	512-985-8899
Dennis Welton	Regional Manager, Central	<a href="mailto:Dennis.welton@amadeus.com">Dennis.welton@amadeus.com</a>	817-266-5889
Sharon Abate	Director, Support	<a href="mailto:Sharon.abate@amadeus.com">Sharon.abate@amadeus.com</a>	972-251-3088
Chris Keller	President & COO	<a href="mailto:Chris.keller@amadeus.com">Chris.keller@amadeus.com</a>	630-240-2776
Betros Wakim	CEO	<a href="mailto:Betros.wakim@amadeus.com">Betros.wakim@amadeus.com</a>	407-874-9288

## CHANGE MANAGEMENT PROCESS

ABIA and Amadeus recognize that changes to the Shared Use environment are inevitable. Therefore, a change management process has been put into place to manage such changes in a structured and uniform manner.

Changes to the ABIA SUPPS environment will be coordinated through the Amadeus Site Manager. Changes to the production environment will occur during off SUPPS production hours, with the exception of Emergency Changes. All changes require a System Change Request (SCR) form and approval from Amadeus and ABIA.

The Aviation Department is obligated by its Airline Service Level Agreement to make every effort to provide a minimum of 5 days' notice to all respective SUPPS participating Airlines prior to a change to the SUPPS production environment.

ABIA will coordinate and get approvals from all respective SUPPS participating Airlines prior to a change to the SUPPS environment. No changes to the SUPPS production environment can be made without notification and approval of ABIA.

The information below must be communicated in writing to ABIA for all production environment changes no less than 15 regular business days prior to the change being made. The only exception is for emergency changes, where the change information can be communicated verbally and be submitted in writing after the change has been implemented. The amount of detail required will be determined by the complexity of the change. Routine changes require this information to be provided in advance of the change. Urgent or Emergency changes will not be delayed by the requirement to provide this information; however, this information will be required in a reasonable time frame.

The Amadeus System Change Request (SCR) form acts as the official change request submission document. The review and approval of an SCR requires that both Amadeus and ABIA understand the exact change, its purpose and its possible risks. All System Change Requests shall include (at a minimum) the following information:

### **Description**

A brief narrative of what the change is intended to accomplish. Should be phrased in business terms, not technical terms.

### **Scope**

- **Small** – change affects one module and few settings (all are listed)
- **Medium** – change affects either one module and many settings, OR many modules and few settings (all are listed)
- **Large** – change affects many modules and settings (all are listed)

### **Source**

The name of the organization(s) instigating the change

### **Urgency**

- **Routine** – part of normal, day to day, system maintenance. Will be postponed if Urgent or Emergency Changes exist
- **Urgent** – required to resolve a problem causing equipment or systems to not perform normally, or address a vulnerability. Will only be postponed if Emergency Changes exist
- **Emergency** – required to resolve a significant problem or system outage as determined by ABIA. Cannot be postponed without risk of complete system failure or severe operational disruption.

### **Testing**

A brief narrative of the testing performed to ensure the change accomplishes what it is intended to and that the testing is comprehensive enough that it does not cause any unforeseen impacts

***Training***

Any training required by the users of the impacted systems or modules

***Implementation***

The steps required to implement the change

***Back Out Procedures***

The steps required to remove the change if required, and restore the systems to their previous state

All changes to the SUPPS production environment will be processed according to the following event outline:

1. The Amadeus Site Manager, Systems Engineer and/or Network Engineer will create and submit an SCR in SharePoint following the Amadeus internal process.
2. The Amadeus Site Manager presents the SCR to ABIA after the SharePoint approval process.
3. ABIA and Amadeus Site Manger review the SCR.
4. The Amadeus Site Manger requests (from Amadeus) updates to the SCR as required from the review.
5. The SCR is validated by ABIA and the Amadeus Site Manger.
6. The Amadeus Site Manager will schedule a conference call between ABIA and the Amadeus staff who will be implementing the SCR changes.
7. The SCR is either updated or revalidated (if needed) or a date and time is proposed for the change to be implemented.
8. ABIA will approve the SCR via email to Amadeus or through the Amadeus SharePoint customer process.
9. ABIA informs all SUPPS users of the proposed change and date and time of the work.
10. ABIA provides final approval of the agreed upon date and time.
11. The Amadeus Site Manager confirms the scheduled date and time with Amadeus remote support.
12. ABIA will send a message to all respective parties informing them of the scheduled system downtime.



(ATTACHMENT B)

ROLES AND RESPONSIBILITIES WITH THE AUS AIRPORT AND THE AMADEUS STAFF

The matrix document below is for the purposes of providing a description of tasks for ABIA and on-site Amadeus Staff and is not intended for the purposes of defining software warranty coverage.

Other duties can be assigned.

Task	Level 1 Amadeus Field Engineer	Level 2 ABIA Service Desk	Level 2 ABIA BAS	Level 2 ABIA ESS	Level 1.5 ABIA OPS	Level 2/3 Amadeus Network Engineer	Level 2/3 Amadeus Systems Engineer	Level 2/3 Amadeus Site Manager
Break/Fix Support EASE								
1 <sup>st</sup> & 2 <sup>nd</sup> level Break/fix support for PCs, Wyse clients, Printers, monitors, passport reader, BGR, etc. including all client equipment used for the passenger processing shared-use systems.	X						X	X
Download firmware/drivers to equipment – printers, BGR, passport readers, etc.	X						X	
Install Airline Images	X					X	X	
Backup Airline Images	X					X	X	
Airlines DCS Upgrade	X						X	X
New Airline DCS Install	X						X	X
Solve printing issue beyond jams (e.g. flight destination not printing on the bag tags)	X						X	X
Deploy printing fixes on airport equipment	X						X	X
Paper stock management (inventory, delivery & reload)	X							
Security management for Amadeus client environment: Active Directory configuration, OS patching, anti-virus, etc.	X					X	X	X
Manage SUPPS Domain for all						X	X	X

Task	Level 1 Amadeus Field Engineer	Level 2 ABIA Service Desk	Level 2 ABIA BAS	Level 2 ABIA ESS	Level 1.5 ABIA OPS	Level 2/3 Amadeus Network Engineer	Level 2/3 Amadeus Systems Engineer	Level 2/3 Amadeus Site Manager
users, devices, and servers								
Preventative Maintenance on all devices (cleaning, reboots, etc.)	X							
Deploy/move equipment to gates and ticket counters as required	X						X	X
Diagnose/Troubleshoot PECTAB errors	X						X	X
Inventory management of production equipment & licenses including Warranty & Repair support with vendors	X	X		X			X	X
Procurement of replacement or end of life hardware as required		X		X				
Configuration & Deployment of New & Replacement Hardware	X						X	X
Test and install new application releases/fixes on Ease PCs	X						X	X
Configure EASE server to support new/changes to resources including updating IP addresses, VLAN information, configure group access, etc. at gates and ticket counters						X		X
Correct server related issues in response to software and virtual server failures (e.g. Restart the EASE SNMP service on the EASE server)						X	X	X
Correct server related issues in response to hardware failures for Warranty & Repair support with vendors				X		X	X	X
Manage access on EASE clients setting up AD group policy, user accounts, etc.						X	X	X
EASE Training to airlines	X						X	X

Task	Level 1 Amadeus Field Engineer	Level 2 ABIA Service Desk	Level 2 ABIA BAS	Level 2 ABIA ESS	Level 1.5 ABIA OPS	Level 2/3 Amadeus Network Engineer	Level 2/3 Amadeus Systems Engineer	Level 2/3 Amadeus Site Manager
EASE Major upgrade						X	X	X
EASE minor release upgrade/bug fixes						X	X	X
Monitoring EASE Resources	X					X	X	X
EASE System/Airline Backups	X					X	X	X
EASE Server/Workstation Windows updates	X					X	X	X
CUSS								
1 <sup>st</sup> level break/fix - applications	X						X	X
2 <sup>nd</sup> level break/fix - hardware	X						X	X
Airline image support/management including airline coordination for new Airlines, errors, updating, etc.	X						X	X
Manage the CUSS management server/interface to kiosks including monitoring, management and usage reporting	X					X	X	X
Procurement of replacement or end of life hardware as required		X		X				
Configuration & Deployment of New & Replacement Hardware	X						X	X
Maintain relationship with IER in the management of the IER CUSS kiosks	X						X	X
Paper stock management (inventory, delivery & reload of printers)	X							
Backup Airline images	X						X	
inventory management, replacement and spare parts inventory	X						X	
Kiosk maintenance (cleaning, etc.)	X							
Cuss Hardware	X						X	

Task	Level 1 Amadeus Field Engineer	Level 2 ABIA Service Desk	Level 2 ABIA BAS	Level 2 ABIA ESS	Level 1.5 ABIA OPS	Level 2/3 Amadeus Network Engineer	Level 2/3 Amadeus Systems Engineer	Level 2/3 Amadeus Site Manager
Repairs/Inventory								
Kiosk Equipment Relocations	X						X	X
Escalation of Airline Issues with CUSS	X						X	X
Add new airline	X						X	X
CUSS Platform\Airline Backups	X						X	X
AODB								
Make necessary updates to AODB to resolve configuration/flight information data that is displaying incorrectly. (flight times, incorrect gates, gate changes etc.).	X				X		X	X
Set missing On block time and departure times as requested	X				X		X	X
Review log files to troubleshoot and resolve errors, determine work around when needed and apply fixes for known errors							X	X
Edit appropriate fields, rules, and associated information as needed to accommodate changes.							X	X
Create new airline accounts, access allocations, and codeshares							X	X
Build seasonal schedule, turns, build gate departure daily					X		X	X
Complete daily system checks in AODB verifying counter allocations, last generated operational day, etc.					X		X	X
AODB Maintenance (new code releases, etc.)					X	X	X	X
AODB UAT Testing of new releases					X	X	X	X

Task	Level 1 Amadeus Field Engineer	Level 2 ABIA Service Desk	Level 2 ABIA BAS	Level 2 ABIA ESS	Level 1.5 ABIA OPS	Level 2/3 Amadeus Network Engineer	Level 2/3 Amadeus Systems Engineer	Level 2/3 Amadeus Site Manager
AODB Training					X		X	X
Provide ongoing training for correct method for creating counter extensions.	X						X	X
Managing AODB Users, Create New User Accounts & AODB workstations installs	X						X	X
Install AODB Upgrades						X	X	X
Test AODB Changes					X	X	X	X
Add/Change/Remove Business Rules					X		X	X
AODB Archiving – 1 YR+ Data						X	X	X
AODB Resource & Flight Data			X					
Manually set empty gates to NGM and verify billing data integrity for flight related data			X		X		X	X
Run flight completion script to set flights to complete and remove old flights from db according to time parameters set in AODB.							X	X
Remove duplicate counters, fix actual time changed vs planned time, fix overlapping counter, fix draggers and pusher, and other general issues related to counter errors.					X		X	X
AODB System Resource Monitoring	X					X	X	X
AODB Systems\Server Windows Updates	X					X	X	X
AODB System\Server Backups	X					X	X	X
AODB SQL Server Software Configuration, Updates, Upgrades, and Maintenance						X	X	X
Procurement of replacement or end of life hardware as required		X		X				

Task	Level 1 Amadeus Field Engineer	Level 2 ABIA Service Desk	Level 2 ABIA BAS	Level 2 ABIA ESS	Level 1.5 ABIA OPS	Level 2/3 Amadeus Network Engineer	Level 2/3 Amadeus Systems Engineer	Level 2/3 Amadeus Site Manager
Configuration & Deployment of New & Replacement Hardware	X						X	X
AODB Physical Server Maintenance, Upgrades, and Updates						X		
FIDS								
1st & 2nd level Break/fix support for clients, monitors, etc. including all client equipment used for the passenger way finding systems.	X						X	X
Preventative Maintenance on all devices	X							
Configuration & Deployment of New & Replacement Hardware	X						X	X
Procurement of replacement or end of life hardware as required		X		X				
Support of FIDS application configuration & templates including screen layout editor, applying new images/slide shows, updating airline images, etc.	X						X	X
Install new application releases/fixes on FIDS clients (via FIDS application management console). Install necessary viewers	X						X	X
Update gate and ticket counter with airline images (pictures)	X				X		X	X
Support issues related to Visual paging messages not displaying to FIDS screens	X						X	X
Post AIRPORT messages/pictures on the VIDS (usually requested by marketing)	X						X	X

Task	Level 1 Amadeus Field Engineer	Level 2 ABIA Service Desk	Level 2 ABIA BAS	Level 2 ABIA ESS	Level 1.5 ABIA OPS	Level 2/3 Amadeus Network Engineer	Level 2/3 Amadeus Systems Engineer	Level 2/3 Amadeus Site Manager
Troubleshooting FIDS issues caused by AODB entries input incorrectly by airport	X				X		X	X
Web FIDS display	X						X	X
FIDS Resources Monitoring	X					X	X	X
FIDS Server Upgrades						X	X	X
FIDS Client Upgrades	X						X	X
FIDS Server/Workstation Backups	X					X	X	X
FIDS/WebFIDS System/Workstation Windows Updates	X					X	X	X
<b>ESB</b>								
ESB Resource Monitoring	X					X	X	X
Restart Interface processes	X						X	X
Troubleshoot interfaces (read logs, etc.)	X					X	X	X
Create Interface Rules						X	X	X
Change Business Rules						X	X	X
ESB Updates/upgrades/enhancement						X	X	X
ESB Configuration Backup						X	X	X
<b>Interfaces</b>								
Airline Interfaces						X	X	X
<b>Hardware</b>								
Vidtronix Printers	X						X	X
DELL W/S	X						X	X
IER Hardware	X						X	X
IER SW	X						X	X
<b>LDCS</b>								
Train Agents	X						X	X
Import flight manifest	X						X	X
Code Upgrades (server and client)	X					X	X	X
Resource Monitoring	X						X	X

Task	Level 1 Amadeus Field Engineer	Level 2 ABIA Service Desk	Level 2 ABIA BAS	Level 2 ABIA ESS	Level 1.5 ABIA OPS	Level 2/3 Amadeus Network Engineer	Level 2/3 Amadeus Systems Engineer	Level 2/3 Amadeus Site Manager
Testing	X						X	X
<b>Reporting</b>								
SQL Reporting			X					
Amadeus	X					X	X	X
ABIA Service Desk Tool	X	X				X	X	X
IER monitor							X via Orlando Ofc.	X via Orlando Ofc.
<b>VMware</b>								
Monitoring / Alerts	X					X	X	X
Image management						X		X
Storage management						X		X
Updates, patches & upgrades to Virtual Infrastructure environment						X		X
Implementation, configuration, & maintenance for V-Center environment						X		X
Creation, configuration & maintenance of new Virtual Servers, including user rights & roles, data stores, high availability, etc.						X		X
Configuration and maintenance of High Availability failover and load balancing for all virtual servers						X		X
Networking within the VM environment including creation and support of virtual switches and port groups and network configuration within the SUPPS VM						X		X
Creation, configuration & maintenance of Virtual Cluster Datastores, including access rights, high availability, storage						X		Xs

Task	Level 1 Amadeus Field Engineer	Level 2 ABIA Service Desk	Level 2 ABIA BAS	Level 2 ABIA ESS	Level 1.5 ABIA OPS	Level 2/3 Amadeus Network Engineer	Level 2/3 Amadeus Systems Engineer	Level 2/3 Amadeus Site Manager
performance, storage architecture, planned growth, etc.								
Backup of all ESXi hosts, SAN, switch, and other network configurations for virtual infrastructure						X		X
Virtual Infrastructure System Integrity Checks						X		X
Maintenance of Appropriate Software Licensing for virtual infrastructure								
<b>Physical Hardware</b>								
ESX Host management including operating system and firmware updates, patches & upgrades						X		X
ESX Host monitoring and Alerting						X		X
Troubleshoot and provide corrective action on ESX Host hardware failures & assist with Warranty & Repair support with vendors				X		X		X
Physical Storage Area Network management including and firmware updates and volume management						X		X
Physical Storage Area Network Devices including volume management, disk maintenance, additions and replacement due to failure.						X		X
Physical Storage Area Network monitoring and Alerting						X		X
Troubleshoot and provide corrective action on Physical Storage Area Network hardware failures & assist with Warranty &				X		X		X

Task	Level 1 Amadeus Field Engineer	Level 2 ABIA Service Desk	Level 2 ABIA BAS	Level 2 ABIA ESS	Level 1.5 ABIA OPS	Level 2/3 Amadeus Network Engineer	Level 2/3 Amadeus Systems Engineer	Level 2/3 Amadeus Site Manager
Repair support with vendors								
Configuration & Deployment of New & Replacement Hardware							X	X
Procurement of replacement or end of life hardware as required				X			X	X

(Attachment C)

Airport Security Requirements

PART 1 – GENERAL

SUMMARY

A. Access to any security or emergency documents must be approved by the Security Manager. Due to the ever changing environment of Airport security, requirements may change at any time. SENSITIVE SECURITY INFORMATION must be protected at all times.

WARNING: This document contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this document may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the TSA or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For US government agencies public disclosure is governed by 5 U.S.C. 552 and CFR part 15 and 1520.

1.3 RESTRICTED AREAS ACCESS POLICIES

Escorted Access: For this project Individuals will submit to a fingerprint-based ten-year criminal history records check (CHRC) and Security Threat Assessment (STA). If the process confirms no disqualifying criminal offenses, the Department of Aviation (DOA) Security and ID Office will allow access, as approved by the Security Manager, to security areas and security documents. The Department of Aviation will provide escort services as part of this project as needed. Requests for access must be submitted in writing in advanced to the Security Manager so work can be scheduled accordingly.

Telecommunication / Electrical / Maintenance Room Access: The DOA Information Systems Division will approve access into DOA telecommunication rooms. The DOA Building Maintenance Division will approve access into electrical and/or maintenance rooms. A DOA employee will accompany and escort individuals needing access to these areas. Requests for escorts must be made at least three (3) working days in advance of the event through the Project Manager and/or at the Work Coordination Meetings.

The following procedures will be followed for approved parking:

The Vendor will contact Airport Communications (530-2242) to advise they are arriving at the terminal, or have arrived at their approved parking location. An Airport Security Supervisor or designee will be dispatched to meet at the designated parking location.

The security representative will inspect the vehicle and apply a distinctive sticker to the vehicle window to indicate that the vehicle has been inspected and authorized to be parked at that location.

Under no circumstances will the Vendor's vehicle operator leave the vehicle prior to security inspection.

1.4 SECURITY CLEARANCE PROCEDURES

Vendor should allow 7-10 days for completion of security screening processing. Please contact Security and ID at 530-6360 for business hours.

The following procedures will be followed to obtain security clearance:

Contract applicant will complete, sign the Personal Information Form, and present two forms of identification.

Contract applicant will read and sign the Criminal History Records Check/Disqualifying Criminal Offenses statement/form.

Vendor will submit to an FBI fingerprint-based criminal history records check and a TSA Security Threat Assessment (STA).

Non-U.S. citizen proposers will provide governmental proof of work authorization and an Aviation Department Documentation Verification Form reviewed and stamped by Immigration and Customs Enforcement personnel located on the ground level of the terminal building.

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**EXHIBIT D**  
**City of Austin, Texas**  
**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

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**City of Austin, Texas**  
**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

## City of Austin

### Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

#### **Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

## EXHIBIT E

City of Austin, Texas  
Section 0805

### NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts



## City of Austin Purchasing Office

### Sole Source Certificate of Exemption

DATE: April 17, 2019

DEPT: Aviation

TO: Purchasing Officer or Designee

FROM: Henry Zuniga

PURCHASING POC:

PHONE: 512 530 2434

Chapter 252 of the Local Government Code requires that municipalities comply with certain competitive solicitation procedures before entering into a contract requiring an expenditure greater than \$50,000, unless the expenditure falls within an exemption listed in Section 252.022 or other applicable law.

Refer to Local Government Code 252.022 for a complete list of exemptions:

[Link to Local Government Code](#)

This Certificate of Exemption must be complete, fully executed, and filed with the City Purchasing Office.

The City has deemed this procurement to be exempt from the competitive solicitation requirements of LGC Chapter 252 based on the following facts:

1. The undersigned is authorized and certifies that the following exemption is applicable to this procurement.

Please check the criteria listed below that applies to this sole source request:

- Items that are available from only one source because of patents, copyrights, secret process, or natural monopolies.
- Films, manuscripts or books that are available from only one source.
- Gas, water and other utilities that are available from only one source.
- Captive replacement parts or components for equipment that are only available from one source.
- Books, papers and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials.
- Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.

2. Describe this procurement including the following information as applicable:
- What it is for and why it is needed? This contract is for the on-site and ongoing maintenance, repair and support for the software, associated interfaces, and integrated components of the Amadeus Shared Use Passenger Processing System. This is to include technical support of the proprietary software from a Vendor licensed by the software manufacturer. To fulfill the requirements of this statement of work, the Vendor will provide 24-hour on-site support to meet the day to day needs of the airport.
  - What is the municipal purpose that this procurement addresses or furthers? This procurement ensures efficient operation of airport passenger processing system.
  - Why is the procurement a sole source? The vendor retains proprietary and intellectual property rights to the licensed software and, as such, Amadeus is the sole authorized provider of software warranty maintenance and support. Amadeus licenses its proprietary software products to all airport clients in North America under the same terms and conditions.
  - Has this procurement or a similar procurement been competitively solicited in the past? The original selection for the Airport Passenger Processing System was done via competitive solicitation. Current Vendor was single respondent. Maintenance and support is provided only by the vendor.
  - Why is the vendor the only viable solution? Amadeus is the sole authorized provider of software warranty maintenance and support.
  - Are there any other alternative solutions? If so, why are those alternatives unacceptable? Amadeus is the sole authorized provider of software warranty maintenance and support.
  - Is there a concern regarding warranty, compatibility, and/or routine safety? Yes. Amadeus is the sole authorized provider of software warranty maintenance and support.
  - Are there territorial or geographic restrictions for the product distribution and sale? No.
  - Are there other resellers, distributors, or dealers in the market? No.
  - What other suppliers or products/services were considered? No.
  - If the product is designed to be compatible with existing equipment/item/system, describe the age, value and useful life remaining of the current equipment/item/system. What is the estimated cost of buying new equipment/item/system? What is value of buying the addition versus buying all new? This is a maintenance and support contract.
  - Is there a way to retrofit another brand? What is this estimated associated cost? Not Applicable. Contract is for Maintenance and support of existing system
  - What specialized training or certifications are necessary to maintain or repair the equipment/item/system? Is it specific to the proposed vendor? The vendor retains proprietary and intellectual property rights to the licensed software and, as such, Amadeus is the sole authorized provider of software warranty maintenance and support.
  - Prices were determined to be reasonable based on the following (select all that apply):
    - Prices are the same or similar to current City contract.  
Notes: Current contract MA 5600 NS160000021
    - Prices are the same or similar to current contract with another government.  
Notes: At a minimum, note the contract number, title and government that created the contract.
    - Prices are on a current and publicly available list price, for the same or similar products, available to all government and commercial customers.  
Notes: At a minimum, note the list price title, source of the list price (catalog and catalog publish date or web address and download date).
    - Prices are established by law or regulation.  
Notes: At a minimum, note the legal or regulatory reference that established the prices.
    - Other means of determining Price Reasonableness.

Notes: Describe any other source that was used to establish Price Reasonableness.

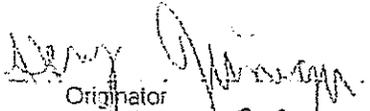
\* The questions in the form are designed to justify why this purchase should be exempt from a competitive procurement process. Failure to provide adequate documentation to substantiate the request may lead to the request being rejected.

Purchase is a request for a new Amadeus Technical Support Services Agreement between Amadeus and Austin Bergstrom International Airport (ABIA). The services covered under this agreement include EASE™, EASEfx, AODB, LCDS, RMS, FIDS, WebFIDS, Interfaces, ESB, CUSS, and technical professional services.

Amadeus retains proprietary and intellectual property rights to the licensed software and, as such, Amadeus is the sole authorized provider of software warranty maintenance and support. Amadeus licenses its proprietary software products to all airport clients in North America under the same terms and conditions.

3. Forward the completed and signed Certificate of Exemption to the Purchasing Office along with the following documentation:
- Scope of Work or Statement of Work or Vendor Proposal
  - Vendor's Quote
  - Project timeline with associated tasks, schedule of deliverables or milestones, and proposed payment schedule
  - Vendor's or Manufacturer's (if vendor is a sole authorized distributor) sole source letter, less than 6 months old, signed by an authorized representative, and on company letterhead, should clearly state they are the sole provider and explain why
4. Based on the above facts and supporting documentation, the City of Austin has deemed this procurement to be exempt from competitive procurement requirements pursuant to Texas Local Government Code section 252.022(7) and will contract with
- Amadeus Airport IT Americans, Inc. for Shared Use Passenger Processing System Software Warranty & Maintenance, Support, and Professional Services
5. Check the contract type (one-time or multi-term) and fill in the dollar amount and term as applicable:
- This is a one-time request for \$\_\_\_\_\_
  - This is a multi-term contract request for 36 months in the amount of \$5,103,170.61 with 2 renewal options for \$1,706,665.41 (option 1) and \$1,751,416.39 (option 2) for a total contract of \$8,561,252.41.

Recommended Certification

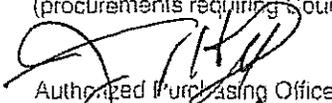
 \_\_\_\_\_ 5/2/19  
Originator Date

Approved Certification

 \_\_\_\_\_ 5/2/19  
Department Director or designee Date

 \_\_\_\_\_ 5/9/19  
Assistant City Manager / General Manager Date  
(procurements requiring Council approval)

Purchasing Office Review

 \_\_\_\_\_ 5/14/19  
Authorized Purchasing Office Staff Date

Purchasing Office Management Review

 \_\_\_\_\_ 5/14/19  
Purchasing Officer or designee Date  
(procurements requiring Council approval)

**GOAL DETERMINATION REQUEST FORM**

<b>Buyer Name/Phone</b>	Jim Howard/4-2031	<b>PM Name/Phone</b>	Henry Zuniga 512-530-2434
<b>Sponsor/User Dept.</b>	Aviation	<b>Sponsor Name/Phone</b>	Henry Zuniga 512-530-2434
<b>Solicitation No</b>	Sole Source	<b>Project Name</b>	Shared Use Passnger Processing System
<b>Contract Amount</b>	\$ 8,561,252.41	<b>Ad Date (if applicable)</b>	n/a
<b>Procurement Type</b>			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input checked="" type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
<b>Provide Project Description**</b>			
A 3 year contract, with two (2) one (1) year extension options for onsite ongoing maintenance, repair and support for software, associated interfaces, and integrated components of the Amadeu Shared Use Passenger Processing System.			
<b>Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.</b>			
The previous contract was awarded as a sole source purchase. No subcontractors/consultants were used. EXEMPT.			
<b>List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)</b>			
91890 IT CONSULTING SERVICES AND STRATEGIC PLANNING			
Jim Howard		5/13/197	
<b>Buyer Confirmation</b>		<b>Date</b>	

\* Sole Source must include Certificate of Exemption

\*\*Project Description not required for Sole Source

<b>FOR SMBR USE ONLY</b>			
<b>Date Received</b>	5/16/2019	<b>Date Assigned to BDC</b>	5/16/2019
<b>In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:</b>			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

**GOAL DETERMINATION REQUEST FORM**

<b>This determination is based upon the following:</b>	
<input type="checkbox"/> Insufficient availability of M/WBEs <input type="checkbox"/> Insufficient subcontracting opportunities <input type="checkbox"/> Sufficient availability of M/WBEs <input checked="" type="checkbox"/> Sole Source	<input type="checkbox"/> No availability of M/WBEs <input type="checkbox"/> No subcontracting opportunities <input checked="" type="checkbox"/> Sufficient subcontracting opportunities <input type="checkbox"/> Other
<i>If Other was selected, provide reasoning:</i>	
<b>MBE/WBE/DBE Availability</b>	
N/A	
<b>Subcontracting Opportunities Identified</b>	
N/A	
Tracy Burkhalter	
<b>SMBR Staff</b>	<b>Signature/ Date</b>
	5-16-19
<b>SMBR Director or Designee</b>	<b>Date</b> 5-20-19
<b>Returned to/ Date:</b>	

## Sole Source RCA Summary

Amadeus Airport IT Americas, Inc.  
Amadeus Technical and Support Services

➤ Previous Contract information

- Contract number(s): MA 8100 NS160000021
- Expiration date(s): 02/21/2021
- Insert Chart: Authorization vs Spend (Separate out by year)

Term	Authorized	Spent
02/22/2016-02/21/2017	\$1,219,911	\$0
02/22/2017-02/21/2018		\$370,037
02/22/2018-02/21/2019		\$967,741
02/22/2019 -02/21/2021	\$872,677	\$36,523
<b>Total</b>	<b>\$2,092,588</b>	<b>\$1,374,301</b>

➤ Explain how quantities/amounts determined.

Increased activity and growth of airport has resulted in overspending the current contract and the need for a new contract with increased authorization. Actual use is based on historical on-site maintenance, repair and support for the software and associated interfaces, and integrated components of the Air Transport IT Services (Air-IT) shared use passenger processing system (SUPPS).

➤ Criteria used to justify sole source. The vendor retains proprietary and intellectual property rights to the licensed software and is the sole authorized provider of software warranty maintenance and support. The vendor licenses its proprietary software products to all airport clients in North America under the same terms and conditions. Substantial resources (over \$2 million) have been invested in establishing the shared use passenger processing system at Austin-Bergstrom International Airport.

➤ Original procurement method? Originally this was a competitive solicitation with Amadeus as a sole responder. Current contract was executed in 2016 as a sole source for the reasons given above.

➤ Any certification information? (City, State, HUB, self, etc.)

N/A

➤ Additional information (New contract? Public interest? Etc.)

N/A